

**RESIDENTIAL**  
**DELIVERY SERVICES IMPLEMENTATION PLAN**  
**OF**  
**Mt. Carmel Public Utility Co.**

**In Compliance with**  
**Section 16-105 of the**  
**Electric Service Customer Choice and Rate Relief Act of 1997**

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## Purpose

The purpose of the Residential Delivery Service Implementation Plan (Plan) is to outline and describe the steps Mt. Carmel Public Utility Co. ("Mt. Carmel") will take to provide an orderly transition from bundled tariff rates to delivery service rates for residential customers eligible to take delivery service, and to maintain reliable service. This Plan is filed in accordance with Section 16-105 of the Electric Service Customer Choice and Rate Relief Act of 1997 (Act) and describes the process and procedures by which Mt. Carmel will offer delivery services to each of the Company's residential customers. As tariffs, regulations, administrative rules and Company Policies change this plan will be revised accordingly. In any instance where a conflict may exist between this Plan and any Company tariff, the tariff will be the controlling factor.

## Definitions

Many of the terms used in this Plan also appear in the Company's Delivery Service Tariffs, the Terms and Conditions of Delivery Service, the Retail Electric Supplier Service tariff, and the Company's Optional Metering Service tariff. Any definitions contained therein are applicable when the same terms are used in this Plan.

## Customer Education

This section describes the steps Mt. Carmel will take to inform residential customers of their service options provided for under the Act. It also describes how they can become eligible to take delivery services from Mt. Carmel.

### **FORMS OF COMMUNICATION**

Mt. Carmel will inform residential customers about their options and opportunities under the Act and about procedures necessary to participate in Delivery Service Options. Through general mailings the Company will describe the various processes through which customers may subscribe to Delivery Services. Communications with customers may take several other forms as dictated by customer needs.

### **INFORMATION CUSTOMERS CAN EXPECT**

A general mailing will provide residential customers with information on basic topics, such as the service options that are available to them as delivery services customers.

The mailing will meet the following general principles:

The mailing will explain the options that accompany delivery service eligibility:

- Existing Mt. Carmel "bundled" utility service
- "Third party" supply option, with
- Delivery Services provided by Mt. Carmel

The mailing will contain a concise, non-biased description of each of these services.

1. The mailing will inform customers that if they choose to purchase power and energy from a different supplier, they will continue to pay Mt. Carmel for delivery service as well as pay their new supplier for power and energy.
2. Customers may buy power from Commission-approved suppliers and have Mt. Carmel deliver that power and energy.
3. If customers select delivery service and purchase power and energy from an alternative supplier, the quality of delivery service they receive from Mt. Carmel will be identical to that which they now receive as part of "bundled service".
4. The delivery of power (both transmission and distribution) will continue to be regulated by the Commission and/or the Federal Energy Regulatory Commission (FERC).
5. There will be no discussion of prices and charges, single billing terms or the benefits or detriments of any service option or supplier.
6. There will be no description of any other services offered by Mt. Carmel.
7. Customers will be asked whether they wish to allow their names, addresses, and rate information to be released to eligible suppliers.
8. The mailing will provide dates and deadlines for any responses by customers.

## Additional Information for Customers

Many sources of information are available to customers. A discussion of such sources follows.

### **Illinois Commerce Commission Educational Materials**

An Illinois Commerce Commission task force exists to provide residential customers with information to enable them to make informed decisions about electricity supply. This information will be available from the Commission.

### **Mt. Carmel Mailings**

Mt. Carmel will provide certain information in a general mailing to its residential customers. This information is described in a previous section of this plan.

### **Mt. Carmel General Office and Call Center**

Mt. Carmel has staff available by phone to help answer questions for which residential customers may wish to speak to a Company representative.

### **Mt. Carmel Web Site**

The Company Web Site ([www.mtcpu.com](http://www.mtcpu.com)) has various information sources available to customers. These include the Company's Delivery Service Tariffs, contact information, supplier lists and links to the ICC web site ([www.icc.state.il.us](http://www.icc.state.il.us)).

## Supplier Registration

A supplier, who may serve customers as a provider of electric power and energy, is also referred to as a RES. These suppliers may take either of two forms, that of an ARES, as defined in the Act, or an Illinois jurisdictional electric utility other than Mt. Carmel that is eligible to sell electricity in Mt. Carmel's service area. Suppliers who wish to supply power and energy to Mt. Carmel's delivery services customers must register with Mt. Carmel to do business on Mt. Carmel's delivery system. This section describes the steps necessary to register suppliers and to help ensure the safety and reliability of the delivery system for use by suppliers.

### **SUPPLIER EDUCATION**

Suppliers will be encouraged, upon registration or inquiry, to contact the Company with any questions concerning the terms and conditions regarding the use of Mt. Carmel's delivery system for supplying energy to retail delivery service customers.

Available information will include the following topics:

- Supplier Registration
- Release of Customer Usage Information
- Customer Switching
- Load Profiling
- Information Exchange
- Use of Mt. Carmel's Transmission System
  - Verification of transmission arrangements
  - Service agreements (Mt. Carmel and AMEREN)
  - Ancillary Services (on the AMEREN system)
  - Scheduling (on the AMEREN system)
  - Financial Settlement (on the AMEREN system)
- Use of Mt. Carmel's Distribution System
  - Delivery Rates
  - Metering (standard and optional)
  - Billing
  - Disconnection and Reconnection of Service
  - Unserved Energy
  - Miscellaneous Operational Issues
- General Reciprocity Arrangements
- Load Reporting Responsibility

In addition, the above information will be made available in supplier handbooks that will also be provided by Mt. Carmel upon request.

### **Supplier Certification**

If any potential supplier is other than an Illinois jurisdictional electric utility, they must first receive certification from the ICC prior to attempting to register with Mt. Carmel. Certification requirements appear in 83 Illinois Administrative Code Part 451, as may be amended from time to time. These may be accessed through the ICC website ([www.icc.state.il.us](http://www.icc.state.il.us)).

**Supplier Registration Form**

All suppliers wishing to provide service in the service area of Mt. Carmel must notify Mt. Carmel of this intent by submitting a completed registration form, said form available by contacting the Company. All information provided by the supplier is confidential. Submittal of the registration form simply facilitates and begins the process of communication between the Company and Supplier that is necessary to conduct business. The Company will respond to the submission of the registration form within five (5) business days as to its completeness. The registration process carries with it no rejection authority on behalf of the Company as long as the information requested is complete and accurate and the ICC certifies the Supplier. Registration form is attached

**Transmission Services**

In order to supply electric power and energy to residential customers on the Mt. Carmel system, a Supplier will be required to be a transmission customer under applicable FERC tariffs on the transmission system of Mt. Carmel and the transmission system of AMEREN. The Supplier will be required to demonstrate this ability by providing Mt. Carmel with a copy of an executed agreement for transmission services necessary for the Supplier to conduct business.

**Contractual Business Arrangement**

Prior to providing service to any customer, each Supplier will enter into an agreement with Mt. Carmel in which the Supplier and Mt. Carmel agree to perform and satisfy all duties related to their mutual business arrangement. Each will agree to perform all obligations that arise under the Act, any applicable Open Access Transmission Tariff (and related agreements), this Plan and all applicable rates and tariffs.

**Financial Qualifications**

Prior to providing service to any customer, each supplier will demonstrate to the Company that it meets or exceeds all financial qualifications or requirements imposed upon it by the Act, the FERC, the Illinois Administrative Code and set forth in the Company's tariffs.

**Single Billing Option**

Any Supplier that chooses to take service under the Company's single billing provisions will be required to demonstrate creditworthiness to satisfy all financial obligations and to remit payments to the Company by meeting the requirements set forth in the Company's single billing tariff, as applicable over time.

Any supplier or other party that represents a customer as an agent of that customer may choose to receive the bill issued by Mt. Carmel for the utility services provided to that customer. If an agent chooses to receive a bill on behalf of a customer, the agent will be required to enter into an agreement with the Company that sets forth any obligations to pay, on behalf of the customer, that may result from the agency relationship.

### **Continuing Obligations**

Once registered, the validity of that registration over time, and as a result the Suppliers ability to do business in the Company's service area, are also contingent upon the Supplier meeting a certain number of ongoing obligations.

- Suppliers are required to have a Letter of Agency signed by each customer that authorizes the Supplier to provide power and energy to that customer, and submit such letter to the Company.
- Suppliers are required to submit a Direct Access Service Request, or DASR, each time that they modify some aspect of a customer's service on the Company's system.
- Maintain compliance with all rules, regulations, laws or prerequisites upon which the Suppliers certification or registration was initially granted.
- Suppliers must continue to honor and comply with the agreement between themselves and the Company.

### **Loss of Certification, Cessation of Operations and Failure to Fulfill Obligations**

In the event that the Company satisfactorily verifies that a Supplier has lost certification at the ICC, has ceased its operations, or has failed to fulfill its various obligations, the Company will undertake actions designed to ensure the integrity of its electric system and to assure customers will have uninterrupted service.

- If Mt. Carmel believes a Supplier has lost certification, the Company will confirm that loss with the ICC. Once confirmation of a loss of certification is received, the Company will switch any customers served by the Supplier to Interim Supply Service. The Company will then notify the customers in writing of the switch and the reason for the switch. At such time, the Company will notify the ICC Consumer Services Division of the actions, and the Supplier's registration will be revoked until such time as the Supplier is once again certified.
- If Mt. Carmel learns that a Supplier has ceased operations, the Company will immediately switch any affected customers to Interim Supply Service. The Company interprets cessation of operations to include both a cessation of all service provided in the Company's service area as well as the failure to deliver power and energy on behalf of a single customer served by the Supplier. If the Supplier has ceased delivery of power and energy to one or more customers without submission of a valid DASR for such action, the Company will notify the Supplier that the Supplier will have ten (10) business days to either resume the supply of power and energy to the affected customers or resume supply and submit a DASR for cessation of service to those customers upon the next available switching date. Failure to resume service under one of these options, within the ten day period will result in Mt. Carmel revoking that Suppliers registration and switching all customers then served by that Supplier to Interim Supply Service. Upon such action Mt. Carmel will notify each affected customer as



well as the ICC Consumer Services Division of its actions, and the accompanying reasons.

- If a Supplier has failed to meet its obligations to Mt. Carmel, the Company will first attempt to resolve such failure through communications with the Supplier. Coincidentally with this effort, the Company will notify the ICC Consumer Services Division of its impending actions. If the obligations are still not met, the Company will notify the Supplier that they have one billing cycle in which to cure the failure, at which time the Company will switch all customers served by that Supplier to Interim Supply Service, and simultaneously notify the Consumer Services Division of the switching that has taken place, as well as the fact that the Company will have revoked the Supplier's registration.

## Load Profiling

The purpose of this section is to describe the methods and procedures Mt. Carmel will use to develop load profile information for use in the financial settlement of supplier load imbalances and how Mt. Carmel will use load profile data.

### **THE NEED FOR LOAD PROFILING**

Mt. Carmel must provide load profiles associated with delivery services to help ensure that energy is scheduled to delivery service customers fairly and reliably in the quantities required by these customers. It is necessary that each supplier provide for the scheduling of the correct amount of energy into the delivery system every hour as required by that supplier's customers. This function requires the Control Area Provider to be able to determine, on an hourly basis, how much energy is used by all of the customers of a particular supplier and to compare that amount to the energy that supplier scheduled for delivery.

The most accurate way of doing this would be to place interval meters on every customer taking delivery services. In some cases, this would be cost-prohibitive. Also, the Act prohibits utilities from requiring interval metering for residential customers.

As a result, Mt. Carmel must estimate the hourly loads for all customers where interval metering does not exist or for which interval metering is not required. To estimate these loads, Mt. Carmel will use load profiles in conjunction with actual customer monthly billing data to estimate hourly loads for delivery service customers where interval metering does not exist.

Load profiles are essentially mathematical "shapes" for statistically "typical" customers that represent the hourly usage those typical customers in a given rate class would require. These load shapes will be tailored to a specific customer by adjusting the load shape up or down to match the specific customer's usage. This tailored load shape then becomes the estimate of hourly loads for that specific customer.

### **LOAD DATA FOR LOAD PROFILES**

Mt. Carmel maintains no load research program of its own. As a result, load profiles will be calculated using load research data borrowed from another area utility. This data is from a load research program that develops rate class load data.

### **INFORMATION PROVIDED TO SUPPLIERS CONCERNING LOAD PROFILES**

Load profile information for non-interval metered customers will be made available to all suppliers registering with the Company. Historic load profile information for customers billed through interval meters, or who have interval meters installed, will be provided to suppliers with the customer's written consent.

## Supplier Selection and Customer Switching

This section will outline the processes and procedures used by Mt. Carmel to manage the orderly and timely movement of customers eligible for delivery services between Mt. Carmel and suppliers, and between multiple suppliers.

### **SUPPLIER SELECTION**

Prior to purchasing power and energy from a supplier other than Mt. Carmel, and as a result taking service under the Company's delivery service tariffs, a customer must signify that it has chosen another supplier by entering into an agreement in the form of a Letter of Agency (LOA). In addition, the supplier must have written authorization from the customer prior to affecting a switch utilizing a DASR.

### **THE DIRECT ACCESS SERVICE REQUEST (DASR)**

Mt. Carmel will use a Direct Access Service Request (DASR) to accept and process information regarding the switching of customers taking delivery service from Mt. Carmel. This form will be available from the Company's "web site", or by contacting the Company by fax, by phone or by mail.

Mt. Carmel's DELIVERY SERVICE TARIFF contains requirements and provisions for the switching and orderly movement of customers eligible for delivery services among suppliers. These requirements and provisions include the following topics:

- DASR Requirements
- Fees
- Timing of switches
- Customer authorization
- Multiple requests for switching
- Terms and conditions between customers and suppliers
- Notification
- New and moving customers
- Interim Supply Service

A supplier must meet certain requirements prior to the submission of a DASR. These include:

- Successful certification from the ICC and registration with Mt. Carmel.
- Completion of necessary agreements.
- Demonstration to Mt. Carmel that adequate transmission service has been obtained for the customer(s) to be switched.
- Supplier must have a signed Letter Of Agency from each customer to be switched. The LOA must contain at least the following:

Date of effectiveness of the Agency agreement,  
Customer name,  
Customer service address,  
Mailing address for billing,  
Contact telephone numbers, daytime and nighttime,

Utility service account number,  
At least 1, meter number,  
Delivery services provider, and  
Customer signature.

**Types of DASR's**

The DASR is the mechanism by which all service changes anticipated by a supplier will take place. It may also be an additional form for communicating information changes. A separate DASR submission is required for each account to be switched. DASR's are required for enrollment, dropping a customer, responding to DASR submission, mass changes of customers by the utility, to rescind a previous DASR request and to convey changes in customer information, such as meter numbers, mailing address or phone contact information.

Please consult the DELIVERY SERVICE TARIFF (copy attached) for more information on these topics.

## Information Exchange

The purpose of this section is to describe the processes Mt. Carmel will use to transfer data to suppliers and receive data from suppliers.

### **PRIMARY METHOD OF DATA TRANSFER**

Mt. Carmel's intended method of data exchange will be through the use of an "internet" based system, or by mail or facsimile. The Company intends to make forms, data and information available on the Company's "website". These forms will include the DASR and Supplier Registration forms. Forms may be exchanged electronically between the Company, Suppliers and customers where practical. The same information will be available by contacting the Company by phone, fax or in writing, or in person.

### **BUSINESS COMMUNICATION**

The Supplier registration process is intended to establish the channels of communication between the Company and a Supplier. Once registered, the Company and a Supplier will put in place the necessary mechanisms to allow the Supplier to proceed with customer enrollment through the DASR process, as described in this Plan and in the Company's tariffs. The Company will aid each Supplier and act as facilitator in establishing a smooth system for customers to take service from other Suppliers.

## Metering

Mt. Carmel's DELIVERY SERVICE TARIFF contains requirements and provisions for the metering of energy on Mt. Carmel's delivery system. These requirements and provisions include the following topics:

- Provision of meter read data to suppliers
- Optional Metering
- Charges and credits
- Meter read errors
- Estimated reads

The Company's tariffs contemplate that all metering equipment is provided and owned by Mt. Carmel. While the Company provides standard metering required by each tariff, the Company acknowledges that certain situations may require metering other than what is normally provided or is considered "standard". The Company's tariffs provide for the availability of "non-standard" metering equipment as an option. In addition, for metering equipment or related facilities that may not be specified in the tariff for optional metering equipment, the Company can provide customized installations subject to other tariffs.

Please consult the DELIVERY SERVICE TARIFF for more information on these topics.

## Billing

Mt. Carmel's DELIVERY SERVICE TARIFF contains requirements and provisions for billing of delivery service. These requirements and provisions include the following topics:

- Delivery information requirements on the bill
- Provision of delivery charge information to suppliers
- Delivery information to multiple suppliers
- Budget plans

Suppliers, specifically RES's, are allowed under Illinois Law to issue a single bill to customers taking delivery services to which they are selling power and energy. The Supplier wishing to exercise this option must indicate their intent when they register with the Company. Absent an election to issue single bills, Mt. Carmel will issue a bill for delivery service charges directly to the customer.

### **Dual Bills**

When single billing is not selected by a Supplier, Mt. Carmel will bill the customer for delivery services and for any other services provided by the Company, and also provide the Supplier with billing determinants necessary for billing its power and energy charges. While Mt. Carmel will issue bills with due dates in accordance with the requirements of the Company's tariffs, Suppliers may issue bills with different terms depending upon their agreement with the Customer.

### **Single Bills and Single Billing Requirements**

Once a Supplier elects single billing service for the residential customers it intends to serve on the Mt. Carmel system, the customer will receive a bill from that Supplier for charges related to power and energy as well as charges for Delivery Services. Mt. Carmel, in such instances, will issue its bill for Delivery Services and other charges to the Supplier, as well as billing determinants used by the Supplier to formulate its charges for power and energy. The Supplier, in turn, will prepare its own bill for submission to the customer that will include its own charges for power and energy, and will also include, in detail, the charges provided by Mt. Carmel for delivery services.

Prior to beginning single billing service on the Mt. Carmel system, Suppliers must fulfill a minimum number of requirements, including but not necessarily limited to:

- The Supplier must complete a single bill test procedure designed to assure the Company that single bills will be issued to customers that completely and accurately contain all charges provided by Mt. Carmel for inclusion on the single bill.
- The Supplier must be capable of Electronic Funds Transfer and complete testing of this capability.
- The Supplier must satisfy all applicable credit requirements.

Please consult the DELIVERY SERVICE TARIFF for more information on these topics.

## Financial Settlement

This section describes the processes and procedures on the Mt. Carmel system that must be followed in order to provide accurate financial settlement among suppliers for energy supplied and used by each supplier's delivery service customers.

### **Description of methodology for estimation of supplier loads**

The financial settlement function performed by the Control Area Provider requires Mt. Carmel to encourage each supplier to provide the correct amount of energy into the delivery system every hour as required by that supplier's customers. This function requires Mt. Carmel to be able to determine for each hour of the day how much energy is required by all of the customers of a particular supplier and compare that amount to the energy that supplier provided into the delivery system.

Mt. Carmel will perform a calculation for each hour of the month that estimates total loads for all delivery service customers served by each supplier. This will be done in one of three ways:

1. For customers with hourly metering in place, hourly reads from those meters will be used directly to determine hourly loads for all customers of a supplier.
2. For customers in rate classes without hourly metering, statistical models (based on load profiles as previously described in this Plan) will determine for a typical customer in each customer class the energy used in each hour based on weather conditions, season, and day type. This set of typical loads will then be adjusted up or down for each individual customer to match that customer's actual metered usage over a specified period of time.
3. For customers with un-metered service, the pre-determined load shape for those customers will be adjusted up or down for each individual customer to match that customer's actual kWh usage over a specified period of time.

In all cases, hourly loads either profiled or interval metered will be adjusted for transmission and distribution line losses according to the line loss schedules in Mt. Carmel's DELIVERY SERVICE TARIFF and OATT.

The financial settlement process, conducted by the Control Area Provider, will then compare these adjusted hourly loads for all customers of a supplier with the energy a supplier actually delivered to Mt. Carmel's delivery system in each hour. Differences will be reconciled and settled, either financially or with energy in kind, according to Mt. Carmel's OATT, and/or the OATT of the Control Area Provider.

Mt. Carmel's DELIVERY SERVICE TARIFF specifies that requirements and provisions to allow for the accurate financial settlement among suppliers for energy supplied and used by each supplier's delivery service customers will be according to the terms used by Mt. Carmel's Control Area Provider. Please consult the DELIVERY SERVICE TARIFF for more information on these topics.



### Control Area Services

While transmission service and associated ancillary services and control area services are provided subject to tariffs regulated by the Federal Energy Regulatory Commission (FERC), it is worthwhile including a discussion in this plan that describes the circumstances under which Supplier and Mt. Carmel will necessarily operate in order to facilitate delivery of power and energy to ultimate consumers on the Mt. Carmel system by Suppliers.

Mt. Carmel Public Utility Co. has no generation of its own, and no other source of generation currently is located within the Mt. Carmel service area. As a result, Mt. Carmel does not operate its own control area for purposes of serving load within its system and balancing its system power requirements. Mt. Carmel is interconnected with only one other utility system, that of Ameren, and as such relies on Ameren for control area services and functions. This will require any supplier wishing to serve customers in the Mt. Carmel area to contract with Mt. Carmel for transmission service, and also be a transmission customer of Ameren. Suppliers would also contract with Ameren for ancillary services. While Mt. Carmel's own open access transmission tariff provides for ancillary services, they would be purchased from Ameren. As a result, Mt. Carmel believes it is more efficient for suppliers to go directly to Ameren for any ancillary services they do not plan to provide for themselves.

## Release of Customer Information

Mt. Carmel's DELIVERY SERVICE TARIFF sets forth the processes and procedures Mt. Carmel will follow in providing customer-specific usage and billing information to persons requesting such information. The following topics are addressed in the DELIVERY SERVICE TARIFF:

- Customer consent to provide information
- Blocking
- Request for information requirements
- Available information
- Fees
- Confidentiality

## Disconnection and Reconnection of Service

Mt. Carmel's DELIVERY SERVICE TARIFF contains the requirements and provisions to allow for appropriate connections and disconnections to and from Mt. Carmel's distribution system and the terms and conditions under which such connections and disconnections can occur. These requirements and provisions include the following topics:

- Disconnection and reconnection to the delivery system
- Termination of energy supply by suppliers
- Establishment of energy supply by a supplier
- New connection of service (turn-on/turn-off)

Please consult the DELIVERY SERVICE TARIFF for more information on these topics.

## Return to Bundled Service and Interim Supply Service

Mt. Carmel's DELIVERY SERVICE TARIFF contains requirements and provisions for the return to bundled service. These requirements and provisions include the following topics:

- Conditions under which a return to bundled service is allowed
- Conditions applying to voluntary returns to bundled service
- Conditions applying to involuntarily returns to bundled service, or the use of Interim Supply Service

Interim Supply Service is the service provided by the Company when a customer loses its supplier or source of supply basically without sufficient notice to be able to arrange for a replacement of that supply. With limited exceptions, the cost of Interim Supply Service will be the same as bundled service. The exception will apply if the cost to procure electric power and energy for Interim Supply Service is in excess of the cost of power and energy included in the applicable bundled service rate.

## Miscellaneous Operational Issues

Mt. Carmel's DELIVERY SERVICE TARIFF contains requirements, limitations, and provisions to ensure that certain operational issues are handled in a fair and reliable manner on Mt. Carmel's delivery system. These requirements, limitations, and provisions include the following topics:

- Interruptions of service
- Force Majeure
- Indemnification
- Service extensions
- Request for service at specific voltages
- Load reporting responsibility
- Contract assignments
- Regulatory filings
- Account status changes
- Emergency energy
- Backup supply provisions

Please consult the DELIVERY SERVICE TARIFF for more information on these topics.